



Amendment No. 4
to
Interlocal Agreement No. NI150000012
for
Social Services
between
AUSTIN INDEPENDENT SCHOOL DISTRICT
and the
CITY OF AUSTIN
(Software Project)

This Fourth Amendment to the Interlocal Agreement identified as Agreement Number NI150000012 (Agreement) is entered into by and between the City of Austin (City), a Texas home-rule municipal corporation, and Austin Independent School District (District), Travis County. This Fourth Amendment has an effective date of February 1, 2019.

The City and the District hereby agree to the Agreement revisions listed below:

- 1.0 The total amount for this Fourth Amendment to the Agreement is ***Fifteen Thousand dollars (\$15,000)***. The total contracted amount is recapped below:

Term	Agreement Change Amount	Total Agreement Amount
Basic Term: (Feb. 1, 2015 – Jan. 31, 2016)	n/a	\$ 15,000
Amendment No. 1: Exercise Renewal Option #1 (Feb. 1, 2016 – Jan. 31, 2017)	\$ 15,000	\$ 30,000
Amendment No. 2: Exercise Renewal Option #2 (Feb. 1, 2017 – Jan. 31, 2018)	\$ 15,000	\$ 45,000
Amendment No. 3: Exercise Renewal Option #3 (Feb. 1, 2018 – Jan. 31, 2019)	\$ 15,000	\$ 60,000
Amendment No. 4: Exercise Renewal Option #4 (Feb. 1, 2019 – Jan. 31, 2020)	\$ 15,000	\$ 75,000

- 2.0 MBE/WBE goals were not established for this Agreement.
- 3.0 Based on the criteria in the City's Living Wage Resolution #020509-91, the Living Wage requirement does not apply to this Agreement.

- 4.0 By signing this Amendment, the District certifies that the District and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the Exclusion records found at SAM.gov, the State of Texas, or the City.
- 5.0 All other Agreement terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Fourth Amendment is hereby incorporated into and made a part of the above-referenced Agreement.

DISTRICT

Signature: _____

AUSTIN INDEPENDENT SCHOOL
DISTRICT
Paul Cruz, Superintendent
1111 West Sixth Street
Austin, TX 78703

Date: 12/19/18

CITY OF AUSTIN

Signature: _____

Sara Hensley, Interim Assistant City Manager
City of Austin
PO Box 1088
Austin, TX 78767

Date: 1/17/19

APPROVED AS TO LEGAL FORM

1/18/19
12/14/18



M E M O R A N D U M

**City of Austin
Financial Services Department
Purchasing Office**

DATE: May 2, 2018
TO: Memo to File
FROM: John Hilbun, Contract Mgmt Specialist IV
RE: MA 9100 NI150000012 Austin Independent School District

This Interlocal Agreement was created by the legal staff of Austin Public Health and is administered by of Austin Public Health Social Services Department. This Interlocal Agreement was approved by Austin City Council on 3/12/15, #6.

All original documents are located with the department. The Purchasing Office is not responsible for any procurement action for this contract other than the creation of the payment mechanism for accounting purposes.



Amendment No. 3
to
Interlocal Agreement No. NI150000012
for
Social Services
between
AUSTIN INDEPENDENT SCHOOL DISTRICT
and the
CITY OF AUSTIN
(Software Project)

This Third Amendment to the Interlocal Agreement identified as Agreement Number NI150000012 (Agreement) is entered into by and between the City of Austin (City), a Texas home-rule municipal corporation, and Austin Independent School District (District), Travis County. This Third Amendment has an effective date of February 1, 2018.

The City and the District hereby agree to the Agreement revisions listed below:

- 1.0 The total amount for this Third Amendment to the Agreement is ***Fifteen Thousand dollars (\$15,000)***. The total contracted amount is recapped below:

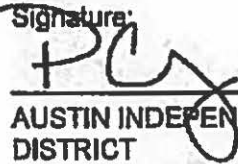
Term	Agreement Change Amount	Total Agreement Amount
Basic Term: (Feb. 1, 2015 – Jan. 31, 2016)	n/a	\$ 15,000
Amendment No. 1: Exercise Renewal Option #1 (Feb. 1, 2016 – Jan. 31, 2017)	\$ 15,000	\$ 30,000
Amendment No. 2: Exercise Renewal Option #2 (Feb. 1, 2017 – Jan. 31, 2018)	\$ 15,000	\$ 45,000
Amendment No. 3: Exercise Renewal Option #3 (Feb. 1, 2018 – Jan. 31, 2019)	\$ 15,000	\$ 60,000

- 2.0 MBE/WBE goals were not established for this Agreement.
- 3.0 Based on the criteria in the City's Living Wage Resolution #020509-91, the Living Wage requirement does not apply to this Agreement.
- 4.0 By signing this Amendment, the District certifies that the District and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the Exclusion records found at SAM.gov, the State of Texas, or the City.

BY THE SIGNATURES affixed below, this Third Amendment is hereby incorporated into and made a part of the above-referenced Agreement.

DISTRICT

Signature: _____

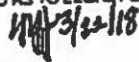


AUSTIN INDEPENDENT SCHOOL
DISTRICT

Paul Cruz, Superintendent
1111 West Sixth Street
Austin, TX 78703

Date: 3/28/2018

APPROVED AS TO LEGAL FORM



CITY OF AUSTIN

Signature: _____



Sara Hensley, Interim Assistant City Manager
City of Austin
PO Box 1088
Austin, TX 78767

Date: 4-23-18



Amendment No. 1
to
Interocal Agreement No. NI150000012
for
Social Services
between
AUSTIN INDEPENDENT SCHOOL DISTRICT
and the
CITY OF AUSTIN
(Software Project)

- 1.0 The City of Austin and the District hereby agree to the Agreement revisions listed below.
- 2.0 The total amount for this Amendment to the Agreement is **Fifteen Thousand dollars (\$15,000)**. The total Agreement amount is recapped below:

Term	Agreement Change Amount	Total Agreement Amount
Basic Term: (Feb. 1, 2015 – Jan. 31, 2016)	n/a	\$ 15,000
Amendment No. 1: Exercise Renewal Option #1 (Feb. 1, 2016 – Jan. 31, 2017)	\$ 15,000	\$ 30,000

- 3.0 MBE/WBE goals were not established for this Agreement.
- 4.0 Based on the criteria in the City of Austin Living Wage Resolution #020509-91, the Living Wage requirement does not apply to this Agreement.
- 5.0 By signing this Amendment, the Grantee certifies that the Grantee and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the Exclusion records found at SAM.gov, the State of Texas, or the City of Austin.
- 6.0 All other Agreement terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced Agreement.

DISTRICT

Signature: _____

Kendall Pace

AUSTIN INDEPENDENT SCHOOL
DISTRICT

Kendall Pace, Board President,
Austin ISD Board of Trustees
1111 West Sixth Street
Austin, TX 78703

Date: _____

CITY OF AUSTIN



Signature: _____

[Signature]

City of Austin
Purchasing Office
PO Box 1088
Austin, TX 78767

Date: 02/16/16

APPROVED AS TO LEGAL FORM

[Signature] 1/14/2016



**SOFTWARE PROJECT INTERLOCAL AGREEMENT
BETWEEN THE
CITY OF AUSTIN, TEXAS
AND
AUSTIN INDEPENDENT SCHOOL DISTRICT
REGARDING CHRONIC ABSENTEEISM IN PUBLIC SCHOOLS**

This Agreement ("Agreement") is between the City of Austin, Texas ("City"), a Texas home-rule and municipal corporation, and the Austin Independent School District ("District"), Travis County ("County"), and collectively referred to as the "Parties" or individually referred to as a "Party".

Recitals

On June 14, 2010, the City and District approved a Joint Resolution regarding Chronic Absenteeism in AISD Public Schools. County Commissioners' Court approved the Resolution on June 29, 2010.

The Joint Resolution stated that "chronic absenteeism" is a term that relates to students who drop out of school and need to be recovered, who are truant, and whose lack of attendance in school is a barrier to academic achievement and high school completion. As stated in the Joint Resolution, the Parties determined that chronic absenteeism continues to be a major challenge for too many students in the public school system, impeding student achievement and contributing to unacceptable dropout and high school completion rates.

Pursuant to the Joint Resolution, the Parties approved the March 12, 2009 recommendation of the Joint Subcommittees of the above-referenced governmental bodies that a pilot software project be initiated to, with parent/guardian permission, integrate student level data from AISD, with health or social support service data provided by community partners, for the purpose of improving the quality of service to the student, and improved measurement of outcomes; at a cost not to exceed \$48,000 in the initial fiscal year and \$36,000 annually in two succeeding fiscal years for software infrastructure costs, contingent upon successful outcomes and funds availability. This cost would be allocated equally among the City, County, and District pursuant to an Interlocal agreement that would be negotiated among the Parties containing the specific terms and funding amounts as agreed to by the Parties;

On December 19, 2014, noting that the three year pilot period for integrated case management at the Family Resource Centers was concluding, the Joint Subcommittees approved a recommendation to continue funding in the amount of \$45,000 total, **in equal shares of \$15,000 per party, for integrated case management for calendar year 2015**. In addition, the Joint Subcommittees approved a recommendation that each party would integrate sustaining funds into their annual budgeting process in the amount of \$15,000 per party.

Now Therefore, the Parties, in consideration of these promises and mutual obligations undertaken, agree as follows:

1. Definitions

1.1 Family Resource Centers ("FRC") refers to one type of school-based service located on seven AISD campuses, managed either by a community-based organization through a contract with AISD or AISD itself (Reagan High School's and LBJ High School's FRC). The FRCs participating in the Software Pilot Project include those located within the St. John Community (Webb, Burnet, Dobie, Reagan and LBJ) and the FRCs located on the Mendez and Martin Middle School campuses. The FRCs connect District students and families to support services that improve student attendance, academic achievement, and promote family stability, parent leadership, and community support for each campus. The FRCs are designed to support families in crisis, as well as families who may benefit from having a friendly place on campus where their questions and desires to connect with the school community and other parents can be supported. The FRCs also connect families to community-based agencies, businesses, neighborhood centers, and faith-based organizations to ensure that children are ready to learn when at school, and their parents support their children's social, emotional, physical and academic development. FRCs may not provide direct services, but rather help coordinate services provided by multiple community partners.

1.2 City and County-Based Services. Both the City and County contract with providers to deliver social services to eligible clients. Many of these services relate to the needs met by the FRCs, and efforts by City and County in providing these services may result in information and resources which may be instrumental in enhancing the activities which are the subject of this Agreement.

2. Purpose

2.1 General Purpose. This Agreement is to obtain each of the Signatories' governing bodies' authorization to provide a certain amount of funding for the District's acquisition, operation, and maintenance of software ("Software") to track students whose attendance, academic or behavioral issues place them at risk in successfully graduating from high school and to track social services coordinated through FRCs to District students and their families; and to require the District to report to City regarding the program and the Software's use and program effectiveness.

2.2 Public Purpose. The Parties agree that each Party has an interest in the data which will be generated by the District's operation of the Software. The need of the students and parents involved constitute a significant public concern impacting the members of the population that each Party serves and the information gathered and studied under this Agreement will further the public purpose of addressing those needs and problems.

3. Agreement Term

The initial term of this Agreement ("Initial Term") shall begin on February 1; and end on January 31, 2016, unless terminated earlier in accordance with Section 15. The Parties may extend this Agreement for up to five 12-month extension options ("Extension Term(s)") provided all Parties provide a written request to extend the Agreement to the other Parties, and the Parties agree in writing to the extension term. An extension of the Agreement under this section shall constitute an administrative action and shall not require the authorization of the governing authority of any Party. At any time that any Party does not agree to renew the Agreement or terminates the Agreement, the Agreement shall be terminated in whole for all Parties.

4. Designation of Contract Administrators

4.1 City Contract Administrator. The City's Contract Administrator is Stephanie Hayden, Assistant Director of Community Services, Health and Human Services Department. Correspondence may be sent to: Attention: Stephanie Hayden, Assistant Director of Community Services, Health and Human Services Department, City of Austin, Contract Administrator for Software Pilot Program Interlocal, P.O. Box 1088 Austin, TX 78767. The City's Contract Administrator represents the interests of the City during the term of the Agreement and is the designated point of contact for the City.

4.2 District Contract Administrator. The District's Contract Administrator is Mel Waxler, Chief of Staff and Legal Counsel. Correspondence may be sent to: Attention: Contract Administrator: Integrated Case Management Project Interlocal Agreement, Mel Waxler, Chief of Staff, 1111 West 6th Street, Ste. A240, Austin, Texas 78703-5338. The District's Contract Manager represents the interests of the District during the term of the Agreement and is the designated point of contact for the District.

4.3 Change of Contract Administrator. Should the identity of a Party's Contract Administrator change, each Party will identify a replacement and notify the other Parties in writing of the change within thirty (30) days.

5. Agreement Amount

5.1 Annual Licensing Cost. The annual licensing cost of the Software will not exceed \$36,000 annually. This cost will be used for software licensing and services from the Software vendor. This cost will be allocated equally among the City, County, and District as described below, with the amount allocated to each Party being one-third (1/3) of the actual amount spent. The County's contribution shall be the subject of a separate agreement between the County and the District under which the same terms applying to the City under this Agreement shall apply to the County.

5.2 Additional Support Cost. In addition to the annual licensing cost, the Parties agree to provide \$9,000 annually for additional integrated case management system supports. These funds will be allocated equally among City, County and District in the amount of \$3,000 per party. These funds will be used for services such as, but not limited to, staff training and support in the use of the system, data analysis and report development, system improvements, and system expansion if new Family Resource Centers are developed. The County's contribution for additional support costs shall be the subject of a separate agreement between the County and the District under which the same terms applying to the City under this Agreement shall apply to the County.

5.3 Total Agreement Cost. The total agreement amount is not to exceed \$45,000 annually. This cost will be shared equally by all parties at the rate of \$15,000 per Party per year.

5.4 Fiscal Year 2015 Payment. Each Party agrees to deposit one-third of the actual amount (total amount not to exceed \$45,000, or \$15,000 for each Party) within thirty (30) days of receipt of the complete and correct invoice from the District showing the actual amount of the vendor agreement total and the additional support cost amount of \$3,000 per Party. The County's payment shall be the subject of a separate agreement between the County and the District under which the same terms applying to the City under this Agreement shall apply to the County.

5.5 Sustainability Funding. Each Party agrees to include in its annual budget cycle the funding for integrated case management and to timely pay its share of the costs. Timely payment shall mean payment within 30 days of receipt of the complete and correct invoice from the District showing the actual amount of the vendor agreement total and the additional support cost amount of \$3,000 per Party. The County's payment obligations shall be the subject of a separate agreement between the County and the District under which the same terms applying to the City under this Agreement shall apply to the County.

6. City Duties

6.1 City Based Services. The City will inform the District about existing and new City and/or County, respectively, social services providing City and County-Based Services relevant to this Agreement available to the Austin community.

6.2 City -Based Services Information. To the extent allowed by law, City will provide District with student/client information gathered from City Based Services contracts where that data is available, subject to release and subject to obtaining any necessary written authorizations, provided the data is relevant to the activities performed under this Agreement. It is understood that City may not have data to fit all the fields included in the Software Program, but will provide information as available.

6.3 Coordination. The Parties will coordinate efforts in data gathering and sharing under this Agreement throughout the term of the Agreement with the intent to maximize the results of the studies performed and information analyzed. It is understood and agreed that the extent and method of such efforts may not be evident at this time, and will be subject to the mutual agreement of the Parties throughout the Agreement Term. Where an amendment to the Agreement is necessary, the Parties will cooperate to enter into such amendment pursuant to the applicable terms of this Agreement.

6.4 Data Use. All reporting, exchange or other use of data or information under this Agreement by all Parties will be in compliance with all applicable laws, including but not limited to those specifically set forth in Section 7.6 of this Agreement; and will be supported by all necessary authorized party release documents where necessary.

7. District Duties

7.1 Reporting. An annual written report of findings and outcomes will be provided to the Joint Subcommittees and to each Party's designee. The report will focus on findings for families who voluntarily participate in integrated case management with the Family Resource Centers, but may also include aggregate information on all students and families served. Timing of the written report will be synchronized with the school year. The report will be completed by December 31 of a calendar year for the prior completed school year.

7.2 Fiscal Agent. The District will serve as the fiscal agent for this program and be responsible for the disbursement of the contract funds in accordance with this Agreement. The District will provide documentation of expenditures based on this Agreement to the City and Contract Administrators, or their designee, upon request.

7.3. Compliance. The Parties agree to abide by all local ordinances and state and federal laws in the provision of its services, activities or programs under this Agreement,

including but not limited to the Americans with Disabilities Act, 29 USC §12111, *et seq.*, 29 CFR §130.1, *et seq.*; Section 504 of the 1973 Rehabilitation Act, 34 CFR §104.1, *et seq.*; the Family Educational Rights and Privacy Act, 20 USC §1232g, *et. seq.*, 34 CFR §99.1, *et seq.*; Title IX of the Education Amendments of 1972, 20 USC §1681 *et seq.*, 34 CFR §106.1 *et seq.*; and Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Privacy Standards adopted to implement HIPAA at 45 CFR Parts 160 and 164, at Section 164.512; and State confidentiality laws. The Parties will include the above language in all subcontractor agreements or any agreements or arrangements entered into in connection with this Agreement (including any arrangements or agreements for multi-agency use) to ensure that all users of the Program are bound by the requirements herein. Any information shared or released will be subject to the requirements of the above laws, and required release documentation signed by an authorized party will be obtained and maintained

7.4. Subcontractor(s).

7.4.1 Criminal History Record Information. Each Party agrees to comply with that Party's Criminal History Record Information policy if any Party retains the services of independent contractors or subcontractors to administer the software pilot program.

7.4.2 Each Party is wholly responsible for its performance under this Agreement, whether such performance is provided directly by that Party or indirectly by any subcontractor, and shall monitor both financial and programmatic performance and maintain pertinent records concerning subcontractor(s) that shall be available for inspection by all Parties. Each Party shall ensure that its subcontractors comply with all applicable terms of this agreement as if the performance rendered by the subcontractor was being rendered by that Party.

7.5 Insurance. Each Party will have and maintain, and will require all subcontractors providing services under this Agreement to have and maintain, insurance coverage at a level sufficient to cover the needs of that Party pursuant to applicable generally accepted business standards.

7.6 W-9 Taxpayer Identification Form. District shall provide City (sent to the County Purchasing Agents) with an Internal Revenue Service Form W-9 Request for Taxpayer Identification Number and Certification that is completed in compliance with the Internal Revenue Code and its rules and regulations, and a statement of entity status in a form satisfactory to the County Auditors, and with immediate notice of any changes to said form. District understands that this form must be provided to the County and City Purchasing Agents before any agreement funds are payable.

8. **Records/Right to Audit**

8.1. Records. Each Party shall create and maintain all records and reports required and/or created relevant to performance under this Agreement, including all fiscal records, documentation about operations and statistical reports.

8.2 Audit. Each Party agrees that the representatives of the Office of the City Auditor or District Auditor, or other authorized representatives of the City or District, shall have access to, and the right to audit, examine, or reproduce, any and all records of the Parties related to the performance under this Agreement. The Parties shall retain all such records for a period of three (3) years after final payment on this Agreement or until all audit and litigation matters that any Party has brought to the attention of the other Parties are resolved, whichever is longer.

District agrees to refund to City any overpayments disclosed by such audit. Each Party agrees to take whatever action is appropriate to facilitate the performance of any audits conducted pursuant to this Section 8 that the other Parties may reasonably require.

8.3 Subcontractor(s). The Parties shall include the provisions of this Section 8.0 in all subcontractor agreements, if any, entered into in connection with this Agreement.

9. Project Performance Standards

9.1 Design. The Software will be designed to be used in conjunction with the AISD Advanced Case Management System, including consistent data fields where appropriate. The Software must track data including demographic information (student age, grade, family size, race/ethnicity), multiple addresses per student for GIS mapping, social services provided to the student and/or his family, student school attendance, academic progress, and other data fields to be determined as part of the request for proposal purchasing process and as may be modified throughout the Agreement term(s) as mutually agreed to by the Parties.

9.2 Use. Subject to Sections 3.0 and 7.5.2, the Parties will design and produce a data capture template, provide training to multi-agency software program users, implement the software with data capture underway, demonstrate report generation capacity, and design reports. While it is understood that AISD may take the lead in these efforts, it is also understood that the Parties will mutually negotiate and coordinate the distribution of work on this portion of the implementation of the Software as required by the limitation of resources of each Party. Parties will continue the Software implementation with multi-agency participation, generate reports, monitor outcomes, and develop evaluation factors with input and direction by all Parties.

9.3 Multi-Agency Use. It is understood that other related agencies may, subject to the terms of this Agreement, utilize certain information and reports created pursuant to this Agreement; however, those agencies may not have access to or use of the Program directly.

10. Invoices

10.1. Invoice Content. The District will submit to the City an invoice for each payment required under this Agreement with supporting documentation. Invoices shall contain a unique invoice number, the purchase order or delivery order number and the master agreement number if applicable, the Department's Name, and the name of the point of contact for the Department. Invoices shall be itemized. The District's name and, if applicable, the tax identification number on the invoice must exactly match the information in the Vendor's registration with the City. Unless otherwise instructed in writing, the City may rely on the remittance address specified on the District's invoice. Invoices received without all required information cannot be processed and will be returned to the District. Lack of funds shall abate the City's payment obligation until such funds become available.

10.2 Invoice Submission. Invoices shall be electronically submitted to the following:

City:

Stephanie Hayden, Assistant Director of Community Services, Health and Human Services Department

10.3 Actual Cost. The District shall record the purchase cost of the software program and software maintenance at actual cost.

10.4 Taxes. Federal excise taxes, State taxes, or City sales taxes must not be included in the invoiced amount. The City will furnish a tax exemption certificate upon request. Under no circumstances shall the City be liable to pay exempt taxes under this Agreement.

11. Payment

11.1 Payment. Subject to Section 11.2, all **complete and correct** invoices received by the City will be paid within thirty calendar (30) days of that Party's receipt of the invoice.

11.2. **Prompt Payment**. If payment is not timely made, interest shall accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code Section 2251.025 or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment hereunder, interest shall not accrue until ten (10) calendar days after the grounds for withholding payment have been resolved to all Parties' satisfaction. The time period for payment will not begin to run until the invoice has been determined by the receiving Party to be complete and correct.

11.3 Offset. The City may withhold or set off the entire payment or part of any payment otherwise due the District to such extent as may be necessary on account of:

11.3.1 Failure to deliver reports or delivery of non-conforming reports by the District;

11.3.2. Failure of District to pay for labor, software costs, or equipment;

11.3.3 Failure of the District to submit proper invoices with supporting documentation; or

11.3.4. Failure of the District to comply with any material provision of the Agreement

11.3.5 Overpayment of any earlier invoice.

12 . Independent Contractor

This Agreement shall not be construed as creating an employer/employee relationship, a partnership, joint enterprise, or a joint venture between the Parties. City and District are independent contractors. Each Party agrees and understands that this Agreement does not grant to any rights or privileges established for one Party to the employees of another Party.

Section 13 . Default

A Party to this Agreement shall be in default ("Default") under the Agreement if the Party (a) fails to fully, timely and faithfully perform any of its material obligations under the Agreement, and following notice of default as provided in Section 13 (Termination), fails timely to cure the alleged default as provided in Section 15.1; or (b) fails to provide adequate assurance of performance under Section 14 (Right to Assurance).

Section 14 . Right to Assurance

Whenever one Party to this Agreement in good faith has reason to question the other Party's intent to perform, demand may be made to the other Party for written assurance of the intent to perform. In the event that no assurance is given within ten (10) calendar days after demand is received, the demanding Party may treat this failure as an anticipatory repudiation of the Agreement.

Section 15 . Termination

15.1 Default. In the event of Default by a Party, the other Party/Parties shall have the right to terminate the Agreement for cause, by written notice delivered to the Party alleged to be in default via certified mail. The notice shall be effective within sixty (60) days, unless otherwise specified, after the date of receipt of such notice. During this time period, the Party alleged to be in default may cure the event of Default or provide evidence sufficient to prove to the other Party's reasonable satisfaction that such default does not exist or will be cured in a time satisfactory to the Party alleging the default. In addition to any other remedy available under law or in equity, the Party not in default shall be entitled to recover all actual damages, direct costs, incurred as a result of the other Party's default, including court costs, and prejudgment and post-judgment interest at the maximum lawful rate. Each Party's rights and remedies under the Agreement are cumulative and are not exclusive of any other right or remedy provided by law.

15.2 Termination Due To Lack of Funding. Any Party may terminate this Agreement if, during the budget planning and adoption process related to any term, the governing body of that Party fails to provide funding for this Agreement for that term or in the event of non-appropriation as set forth in Section 29.0.

Section 16 . Dispute Resolution

16.1 If a dispute arises out of or relates to this Agreement, or the breach thereof, the Parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. A Party may make a written request for a meeting between representatives of each Party to occur within fourteen (14) calendar days after receipt of the request or such later time as agreed by the Parties to seek a negotiated resolution. At a minimum, each Party shall require one (1) senior level individual with decision-making authority regarding the dispute and with authority to agree to resolve it, subject as may be required by law and/or policy of that Party to approval by the governing body(ies) of the Parties, to attend any and each such meeting for such negotiation. The Parties understand and agree that no individual has the authority to make decisions regarding such dispute negotiation for City other than the City Council. The purpose of this and any subsequent negotiation meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such meeting, the Parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by all of the Parties, in which event the Parties may proceed directly to mediation as described below.

16.2 If the efforts to resolve the dispute through negotiation fail, or the Parties waive the negotiation process, the Parties may select, at their option, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option, the Parties agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in this Agreement prevents the Parties from relying on the skills of a person who is trained in the subject matter of the dispute or an agreement interpretation expert. The Parties agree to participate in mediation in

good faith for up to thirty (30) calendar days from the date of the last mediation session. The Parties will share the costs of mediation and the mediator equally, and will bear their own costs of participation, such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation. The results of any such mediation will be non-binding.

Section 17 . Survival of Obligations

All provisions of this Agreement that impose continuing obligations on the Parties, including but not limited to confidentiality, and agreement purpose shall survive the expiration or termination of this Agreement.

Section 18 . Current Revenues

This Agreement is authorized by the Interlocal Cooperation Act, which is Chapter 791 of the Texas Government Code. Each Party's monetary obligations, if any, under this Agreement are payable only and solely from the current revenues appropriated and available for the performance of such obligations.

Section 19. Assignment

A Party to this Agreement may not assign or transfer its interests under this Agreement without prior written approval of the other Parties.

Section 20. Entirety of the Agreement

20.1 This Agreement constitutes the entire Agreement and understanding between the Parties and supersedes all previous agreements, understandings, discussions, or representations concerning its subject matter. This Agreement may not be amended in whole or in part except in a written amendment executed by both Parties to this Agreement.

Section 21 . Performance

The obligations arising under this Agreement shall be performed in Travis County, Texas.

Section 22 . Jurisdiction and Venue

The Parties agree that this Agreement is governed by the laws of the State of Texas and that venue for a dispute arising from this Agreement shall be in Austin, Travis County, Texas.

Section 23 . Severability

If a term or provision of this Agreement is determined to be void or unenforceable by a court of competent jurisdiction, the remainder of this Agreement remains effective to the extent permitted by law.

Section 24 . Notices

Any notice, request, or other communication required or appropriate to be given under this Agreement shall be in writing and shall be considered delivered three (3) business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, addressed to the person

designated for receipt of notice, postage prepaid and Return Receipt requested. Notices delivered by facsimile shall be considered three (3) business days after transmittal or when received by the addressee, whichever is earlier. Hand-delivered notices are considered delivered upon receipt by the addressee who may be noted in a courier confirmation report. The Parties may make routine communications by first class mail, fax, or other commercially accepted means. Notices to the City, and District shall be addressed as follows:

24.1 City

Stephanie Hayden, Assistant Director of Community Services,
Health and Human Services Department
P.O. Box 1088
Austin, Texas 78767
Phone: 512-972- 5017 Facsimile: 512-972-5025

With copies to:

24.2 AISD/District

Mel Waxler, Chief of Staff and Legal Counsel
1111 West 6th Street Suite 240
Austin, Texas 78703

With copies to:

Nicole Conley, AISD Chief Financial Officer
1111 West 6th Street Suite 380
Austin, Texas 78703

25 . Governmental Immunity.

Nothing in this Agreement shall be deemed to waive, modify, or amend any immunity or legal defense available at law or equity to any of the Parties against claims arising in the exercise of its governmental powers and functions, or to create any legal rights or claims on behalf of any third party. Neither the City, , nor District waives, modifies, or alters to any extent whatsoever the availability of the defense of governmental (sovereign) immunity under the laws of the State of Texas. It is understood and agreed that a decision by one Party to waive immunity or to compensate a claim for which immunity would have been a defense and would have operated to prevent payment does not operate as a waiver or decisions to compensate by the other Party; nor will such action by one Party operate to incur any expense or charge to the other Parties.

26 . Execution of this Agreement

This Agreement may be executed (by original or facsimile) by the Parties in one or more counterparts, each of which shall be considered one and the same agreement upon approval by each Party's governing body and authorization of the signature by the individual executing the Agreement on that Party's behalf.

27 . Force Majeure

A Party shall be liable for any default or delay in the performance of its obligations under this Agreement if, while and to the extent such default or delay is caused by acts of God, unusual weather conditions, fire, riots, sabotage, acts of domestic or foreign terrorism, or any other cause beyond the reasonable control of such Party ("Force Majeure"). Force Majeure does not include economic or market conditions, which affect a Party's cost, but not its ability to perform. The Party invoking Force Majeure shall give prompt, timely and adequate notice to the other Parties, by facsimile transmission or telephone confirmed promptly thereafter in writing, and shall use due diligence to remedy the event of Force Majeure, as soon as reasonably possible. In the event of default or delay in Agreement performance due to any of the foregoing causes, then the time for completion of the services will be extended by a mutually agreeable period of time reasonably necessary to overcome the effect of such failure to perform.

28. Texas Public Information Act

Each Party agrees that it is required to comply with Chapter 552 of the Texas Government Code (Public Information Act or Act) and this Agreement is subject to the Act.

29. Non-Appropriation

The awarding or continuation of this contract is dependent upon the availability of funding. Each Party's payment obligations are payable only and solely from current revenue funds appropriated and available for this contract. The absence of appropriated or other lawfully available funds shall render the Agreement null and void to the extent funds are not appropriated or available. A Party, who lacks appropriated funds, shall provide the other Parties with written notice of its inability to make an adequate appropriation for any fiscal year to pay the amounts due under the Agreement, or the reduction of any appropriation to an amount insufficient to permit that Party to pay its obligations under the Agreement.

30. Liabilities and Claims

30.1 No Party will be liable for any claims, damages or attorney fees arising from the negligence or unlawful acts of any of the other parties or their employees in relation to this Agreement. Each party will give written notice to the other Parties of any claim or other action, including proceedings before an administrative agency ("Claim"), which is made or brought by any person, firm, corporation or other entity against that Party in relation to this Agreement within three (3) working days after being notified of it or the threat of it. Such notice shall include information identifying the claimant, the basis of the Claim, the tribunal involved and the person against whom the Claim is filed.

30.2 Approval of City of any service, report or other performance by District under this Agreement shall not constitute nor be deemed a release of the responsibility and liability of District, its employees, agents or associates for the accuracy and competency of their reports, information, documents, or services, nor shall approval be deemed to be the assumption of such responsibility by City for any defect, error, omission, act or negligence or bad faith by District, its employees, agents or associates.

31. Materials and Publications.

All reports, charts, schedules or other materials created and/or submitted by any Party under the terms of this Agreement, and all work performed under this agreement shall be the property of the creating Party. Any Party may publish the results of this Agreement at their own expense with notice to the other Parties. Any publication or other use shall include acknowledgement of any support received from the other Parties and the appropriate reference to any copyright. Subject to the rights of third Parties and compliance with confidentiality or privacy laws, each

Party hereby grants the other Parties an irrevocable, non-exclusive, non-transferable and royalty-free license to use, reproduce, publish, revise and make disposition of, prepare derivative works from, distribute to the public, to perform and display publicly, for or on behalf of that Party according to law, any material (excluding software) that may be developed as part of the work under this Agreement, provided that it is an original work of authorship under the U. S. Copyright Act.

32. Prohibitions

The Parties shall comply with all applicable laws, rules, regulations and codes relating to conflict of interest, procurement, gratuities, sectarian activity and nepotism.

33. Reservation of Rights/Non-Waiver of Default

33.1 If any Party to this Agreement breaches this Agreement, the other Party(ies) shall be entitled to any and all rights and remedies provided for by Texas law and any applicable Federal laws or regulations. All rights of City, and District under this Agreement are specifically reserved, and any payment, act or omission shall not impair or prejudice any remedy or right to, City and/or District under it. The exercise or failure to exercise any right or remedy in this Agreement of City, or District or the failure to act in accordance with law based upon the other Party's breach of the terms, covenants and conditions of this Agreement, or the failure to demand the prompt performance of any obligation under this Agreement shall not preclude the exercise of any other right or remedy under this Agreement or under any law, nor shall any action taken or not taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies.

33.2 One or more acts of forbearance by any Party to enforce any provision of this Agreement or any payment, act or omission by any Party shall not constitute or be construed as a modification of this Agreement or a waiver of any breach or default which then exists or may subsequently exist.

34. Counterparts

This agreement may be executed (by original or facsimile) by the Parties in one or more counterparts, each of which shall be considered one and the same agreement.

CITY OF AUSTIN

AUSTIN INDEPENDENT SCHOOL DISTRICT

By: 

By: 

Printed Name:

Shannon Jones, III

Printed Name:

Gina Hinojosa

Title:

Director / Assistant City Manager

Title:

Board President

Date:

4/20/15 / 04/30/15

Date:

4/10/15

EXHIBITS

Exhibit A- Equal Employment/Fair Housing Office/Non-Discrimination Certification

APPROVED AS TO LEGAL FORM

 4/30/15

EXHIBIT A

City of Austin, Texas EQUAL EMPLOYMENT/FAIR HOUSING OFFICE NON-DISCRIMINATION CERTIFICATION

City of Austin, Texas
Human Rights Commission

To: City of Austin, Texas, ("OWNER")

I hereby certify that our firm conforms to the Code of the City of Austin, Section 5-4-2 as reiterated below:
Chapter 5-4. Discrimination in Employment by City Contractors.

Sec. 4-2 Discriminatory Employment Practices Prohibited. As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations and agrees:

- (B) (1) Not to engage in any discriminatory employment practice defined in this chapter.
- (2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter. Such affirmative action shall include, but not be limited to: all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising; selection for training and apprenticeship, rates of pay or other form of compensation, and layoff or termination.
- (3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by OWNER setting forth the provisions of this chapter.
- (4) To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, veteran status, sex or age.
- (5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.
- (6) To cooperate fully with OWNER's Human Rights Commission in connection with any investigation or conciliation effort of said Human Rights Commission to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.
- (7) To require compliance with provisions of this chapter by all subcontractors having fifteen or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract with OWNER subject to the terms of this chapter.

For the purposes of this Offer and any resulting Contract, Contractor adopts the provisions of the City's Minimum Standard Nondiscrimination Policy set forth below.

City of Austin Minimum Standard Non-Discrimination in Employment Policy:

As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations.

The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.

Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for

addressing their complaints, employees are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation of this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does not continue.

Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination employment policy, the Contractor has expressly adopted the provisions of the City's Minimum Non-Discrimination Policy contained in Section 5-4-2 of the City Code and set forth above, as the Contractor's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Contractor's policy, but will also supersede the Contractor's policy to the extent of any conflict.

UPON CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE A COPY TO THE CITY OF THE CONTRACTOR'S NON-DISCRIMINATION POLICY ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION POLICY, AS SET FORTH HEREIN, OR THIS NON-DISCRIMINATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES (THE FORM OF WHICH HAS BEEN APPROVED BY THE CITY'S EQUAL EMPLOYMENT/FAIR HOUSING OFFICE), WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.

Sanctions:

Our firm understands that non-compliance with Chapter 5-4 may result in sanctions, including termination of the contract and suspension or debarment from participation in future City contracts until deemed compliant with the requirements of Chapter 5-4.

Term:

The Contractor agrees that this Section 0800 Non-Discrimination Certificate or the Contractor's separate conforming policy, which the Contractor has executed and filed with the Owner, will remain in force and effect for one year from the date of filing. The Contractor further agrees that, in consideration of the receipt of continued Contract payments, the Contractor's Non-Discrimination Policy will automatically renew from year-to-year for the term of the underlying Contract.

Dated this 20th day of April, 2015

CONTRACTOR
Authorized
Signature

Title

ATSD
Gene A. Jones
Board of Trustees
President
APPROVED AS TO LEGAL FORM
3/30/15

**TASB Risk Management Fund
Auto & Liability
Contribution & Coverage Summary (CCS)**

Austin ISD

Participation Period: September 1, 2014 through August 31, 2015

SCHOOL LIABILITY	Per Occurrence Limit	Deductible	Contribution
Professional Legal Liability Subject to \$1,000,000 Maximum Annual Aggregate	\$1,000,000	\$50,000	\$294,058
General Liability	\$1,000,000	\$50,000	Included
Employee Benefits Liability	\$100,000	\$50,000	Included

AUTOMOBILE	Per Occurrence Limit	Deductible	Contribution
Automobile Liability \$100,000 per Person Bodily Injury Limits/\$300,000 per Occurrence Bodily Injury Limits/\$100,000 per Occurrence Property Damage Limits	\$100/\$300/\$100	\$100,000	\$55,271

TOTAL CONTRIBUTION	\$349,329
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This is not an invoice. An invoice will be emailed to the Program Coordinator.



CONDITIONS

Claims Reporting: Fund Member will provide to the Fund timely notice of all claims as required in the Interlocal Participation Agreement and the Fund's Coverage Agreement.

Coverage: Coverage terms and limits provided are as set out in this CCS and the Fund's Coverage Agreement for this participation period.

Named/Numbered Windstorm: The term "Named/Numbered Windstorm" is defined as all loss and damage directly caused by, resulting from or arising out of Windstorm as named or numbered by the National Weather Bureau, National Hurricane Center or any recognized meteorological authority, including but not limited to loss or damage caused by wind driven rain, flood, storm surge, wave wash, surface water, overflow of bodies of water, or spray from any of these.

The term "Tier 1" shall mean the Texas Counties of Aransas, Brazoria, Calhoun, Cameron, Chambers, Galveston, Jefferson, Kenedy, Kleberg, Matagorda, Nueces, Refugio, San Patricio and Willacy.

The term "Tier 2" shall mean the Texas Counties of Bee, Brooks, Fort Bend, Goliad, Hardin, Hidalgo, Jackson, Jasper, Jim Wells, Liberty, Live Oak, Newton, Orange, Victoria and Wharton.

The term "Harris County" shall mean the Texas County of Harris.

Payment: The Fund Member agrees to pay contributions based on a plan developed by the Fund. All contributions are payable upon receipt of an invoice from the Fund.

Prior Acts: Fund Member certifies that all known or reported acts for which it is reasonably believed may result in a legal claim against the Member, have been fully disclosed. Additionally, Fund Member acknowledges that this coverage excludes any claims arising from such known or reported acts. This Agreement does not void coverage afforded to Fund Member under any previous Fund Agreement.

Statement of Values: Fund Member has provided the Fund with the most current and accurate statement of values for all applicable property, including a complete and accurate listing of vehicles owned by the Fund Member. Fund Member agrees to allow Fund to conduct property appraisals of the Fund Member's property on a periodic basis and agrees to accept values provided by the Fund.

Salvage: The Fund will have the right, in its sole discretion, to exercise rights of salvage to any damaged property paid for or replaced under the terms of this Agreement.

Termination: This CCS may be terminated by either party with termination to be effective on any successive renewal date by giving written notice to the other party no later than 30 days prior to automatic renewal in accordance with Section 4(a) of the Interlocal Participation Agreement.

Coordinator:

The Fund Member is required to designate a Program Coordinator (Coordinator) with express authority to represent and bind the Fund Member in all program matters. If a Coordinator's name and contact information is not provided below, the current designated Coordinator and contact information will remain in effect.

Curt Krill
Name of Coordinator

Risk Manager
Coordinator title

1111 West 6th St. E100
Coordinator address

Austin, TX 78703
City, state, and zip

512-414-2295 512-414-9976
Coordinator phone Coordinator fax

ckrill@austinisd.org
E-mail address

Fund Member Authorization:

I approve this Contribution and Coverage Summary (CCS) and certify that this information is correct. I affirm that I am duly authorized to approve this CCS and that I have read and agree to this CCS and the Interlocal Participation Agreement.

Nicole Conley
Authorized signature

7/9/14
Date

Nicole Conley
Printed name

Chief Financial Officer
Title

TASB Risk Management Fund:

James E. Crow
James E. Crow, Secretary

07/16/2014
Date

